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ABSTRACT

One year after the Union of Soviet Socialist Republics' accession to the Universal Copyright Convention a survey by the National Science Foundation revealed certain trends in U.S.-U.S.S.R. negotiations for their rights to reproduce and translate scientific and technical journals. For some U.S. publishers (Scientific and professional societies, university presses, commercial publishers, and information industry vendors) there has been the problem of achieving an equitable return for granting the Soviets the rights to continue reproducing 270 U.S. scientific and technical journals to satisfy over 100,000 subscriptions in the U.S.S.R. and East European countries. For others, there has been the problem of securing at minimum cost the rights to continue translating over 150 Soviet journals for the benefit of the U.S. English-reading scientific and technical community. Although initial uncertainties about Soviet negotiating plans and strategy have been reduced by passage of time, accumulation of negotiating experience by U.S. publishers, and the communication of relevant information between U.S. publishers and the Federal Government, less than one fifth of U.S. publishers have completed agreements with the U.S.S.R. A chart giving the status of reproduction rights for 164 U.S. journals is appended. (Author/DGC)

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U.S.-U.S.S.R. Copyright Negotiations on Scientific and Technical Journals

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June 1974

-Survey Report Prepared by

NATIONAL SCIENCE FOUNDATION
OFFICE OF SCIENCE INFORMATION SERVICE
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U.S.-U.S.S.R. COPYRIGHT NEGOTIATIONS ON SCIENTIFIC AND TECHNICAL JOURNALS

I. Summary

A year after the U.S.S.R.'s accession to the Universal Copyright Convention (UCC) certain trends in U.S.-U.S.S.R. negotiations for the rights to reproduce and translate scientific and technical journals have become more discernible.

For some U.S. publishers (scientific and professional societies, university presses, commercial publishers and information industry vendors) it has been basically the problem of achieving an equitable return for granting the Soviets the rights to continue reproducing 270 U.S. scientific and technical journals to satisfy over 100,000 subscriptions in the USSR and East European countries, and, for others, of securing at minimum cost the rights to continue translating over 150 Soviet journals for the benefit of the U.S. English-reading scientific and technical community. The problem has been further complicated by the shadow of antitrust regulations, competition of the free marketplace, and the lack of information and guidance for negotiating with the Soviets.

Initial uncertainties about Soviet negotiating plans and strategy have been reduced by passage of time, accumulation of negotiating experience by U.S publishers, and the communication of relevant information between U.S. publishers and the Federal Government.

This report presents the results of a survey of U.S. publishers conducted by the National Science Foundation's Office of Science Information Service in March-April 1974. Principal findings are:

(1) Over half of the U.S. publishers, responsible for three-fourths of the U.S. journals in question, declined the Soviet standard offer of a 7.5 percent royalty based on the Soviet subscription price. This price is generally lower than the U.S. domestic or foreign rate.

(2) Most U.S. publishers, who declined the Soviet offer, have counter-proposed terms and conditions that would either recover first copy costs or provide a reasonable return on investment; counter-offers range from full subscription price, higher royalties, barter and/or royalty packages, to individual or bulk sales discounts.

(3) The relatively slow rate of progress in completing agreements with U.S. publishers has caused the Soviets to increase their subscriptions for a limited number of U.S. journals. These subscriptions will be placed in key libraries and information centers throughout the U.S.S.R. from which single photocopying service will be provided on demand.

(4) Less than one-fifth (30) of U.S. publishers have completed agreements with the U.S.S.R. Of these, about one-half accepted the Soviet standard 7.5 percent royalty offer, while the remainder negotiated a 10 percent royalty or an exclusive barter arrangement of translation rights in return for reproduction rights.

(5) Three U.S. publishers have secured the translation rights to more than three-fourths of approximatley 160 Soviet scientific and technical journals which are translated and republished in the United States. Of the 15 U.S. journals which the Soviets translate and republish in the USSR, the granting of translation rights by U.S. copyright holders has involved barter arrangements, royalty fees and inclusion of advertising, specifically aimed at Soviet markets, in the Soviet translated version of two journals.

II. Background

Soon after the Soviet Union acceded to the Universal Copyright Convention (UCC) on May 27, 1973, there was considerable uncertainty and lack of information on how the Soviets intended to implement their UCC membership and how U.S. publishers of scientific and technical journals could negotiate reasonable and equitable arrangements.

Prior to their accession to the UCC, the Soviets had been photocopying 270 U.S. scientific and technical journals for sales distribution in the U.S.S.R. and member countries of the Council for Mutal Economic Assistance (CMEA)*. On the basis of 919 subscriptions to the U.S. journals, the Soviets were reproducing 75,771 subscriptions for internal consumption and 35,313 for distribution in CMEA countries. Soviet annual subscription rates for more than 70% of these journals were well below the prevailing U.S. domestic or foreign subscription rates. The average number of subscriptions per journal distributed in the USSR was 280; in CMEA countries, 130. Highest total circulation of 1480 subscriptions is claimed for *Scientific American;* lowest of 56, for *Meteorological and Geostrophysical Abstracts*. The top 32 journals in circulation volume span a range of 700 to 1480. Appendix A (page 10) lists the top 20 journals in rank order. The Soviets also had been translating and republishing in Russian 15 U.S. journals of 8 U.S. publishers (see Appendix B, page 11). On the U.S. side about 150 Soviet journals were being translated and republished in English, mostly on a cover-to-cover basis.

In June 1973, MIR Publishers circulated a form letter to the 160 U.S. publishers whose journals were being reproduced, requesting permission to continue reproduction through the end of 1973 and soliciting suggestions for arrangements for continuation of the reproduction effort in 1974. V O Mezhdunarodnaya Kniga (Mezhkniga), the Soviet import-export agency for the book trade, was identified as the designated agent for the negotiation of more durable arrangements. A new Copyright Agency of the U.S.S.R. (VAAP) was established following the U.S.S.R.'s accession to the UCC and began operation in January 1974. Among other functions, it represents authors, negotiates contracts with foreign societies for the protection of copyright. Further information may be obtained from and proposals on copyright matters should be addressed to VAAP, 6 B. Bronnaya, Moscow 103104, U.S.S.R. (Tel: 203-45-99). The Statute of the Copyright Agency is contained in Appendix C, page 12.
proposals on copyright matters should be addressed to VAAP, 6 B. Bronnaya, Moscow 103104, USSR (Tel: 203-45-99). The Statute of the Copyright Agency is contained in Appendix C, page 12.

From July to October 1973 Mezhkniga followed up the MIR Publishers circular letter with a standard agreement offering a 7.5 percent royalty based on the Soviet subscription and convertible for payment in U.S. dollars. In return for this royalty consideration Mezhkniga would acquire the right to reproduce, print or publish the U.S. journal(s) for sales distribution in the U.S.S.R. and CMEA countries. Distribution in CMEA countries, however, generally would not exceed a specified number, usually the number that was previously being distributed.

III. Some Problems and Issues

To reduce uncertainties besetting U.S. publishers and to stimulate exchange of information, the National Science Foundation's Office of Science Information Service and the State Department's Office of Business Practices jointly sponsored or arranged for a series of meetings between publishers, the Soviet Embassy's representative on copyright matters, and appropriate agencies of the Federal Government. The first of these meetings, on August 15, 1973, provided information and guidance on how and with whom to deal with in the U.S.S.R., and identified a number of issues, including (1) the inequity of the royalty fee offered by the Soviets, (2) the concern over the possibility that the Soviets might interpret the "fair use" doctrine very broadly in the event they were unable to reach mutually satisfactory arrangements with Western publishers, and (3) antitrust violation implications in any

* Bulgaria, Cuba, Czechoslovakia, East Germany, Hungary, Rumania, Poland and Mongolia

attempt by U.S. publishers to exchange information on royalty rates, and pricing and marketing practices in connection with contractual negotiations with the Soviets.

On the antitrust problem, at least two meetings were held in September and October with representatives of publishers, scientific societies and book trade associations and the Department of State, Department of Justice, the Federal Trade Commission and the National Science Foundation. These meetings affirmed the fact that under certain conditions freedom from antitrust violation is possible and that consortia can be formed for collective bargaining purposes. So far, we are unaware of the organization of any consortium.

In the last analysis, the fundamental issue facing publishers has been and continues to be, that of equity. In the absence of a *quid-pro-quo* barter situation, the matter becomes one of exacting from the Soviets an equitable royalty fee. The 7.5 percent royalty, and in very few cases 10 percent, offered is considered by the majority of U.S. publishers to be inequitable. The International Group of Scientific, Technical and Medical Publishers (STM), affiliated with the International Publishers Association, has displayed the most vocal and collective expression of the Western scientific and technical publishing world's dissatisfaction with this situation. Article 2 of a Resolution adopted by the STM General Assembly just prior to the opening of the Frankfurt Book Fair in October 1973 states:

> "Scientific authors, editors, and the publishing houses engaged in disseminating the results of their work believe that the granting of licenses at rates far below the true cost of creation, as expressed in the subscription rate permitting the Soviet Union to continue to reproduce many primary scientific, technical and medical journals published in other parts of the world, is contrary to the spirit, if not the letter, of the Universal Copyright Convention. This position is taken as well by many learned societies."

IV. Survey Results on Status of U.S. Negotiations*

As revealed by a survey recently concluded by the National Science Foundation (NSF), the reaction of the majority of U.S. publishers has been in line with the STM Resolution.

During March-April 1974, the NSF's Office of Science Information Service canvassed 155 U.S. publishers on the status of their negotiations with the Soviet Union regarding reproduction rights to their journals. The general results of this survey are shown in Table I. A listing according to general categories of response of the publishers, with their journal titles, circulation volume for the U.S.S.R. and CMEA countries, and U.S. and Soviet subscription prices may be found in Appendix D, page 20. Data on circulation volume and subscription prices in this Appendix is based on information provided by the Assistant Commercial Counselor of the U.S.S.R. Embassy in Washington in August 1973 and does not reflect changes that may have taken place since that time.

Less than one-fifth (30) of the publishers have granted any kind of reproduction rights, while more than one-half (94) have declined the Soviet standard 7.5 percent royalty offer and have counterproposed more equitable terms, or have yet to respond to the Soviet offer. Nineteen publishers claimed to have not received an offer from Mezhkniga. Journals of two publishers have ceased publication, and the status of negotiations by 19 other publishers is unknown.

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* Under Contract NSF C-743, the Science Communication Division, Department of Medical and Public Affairs, The George Washington University provided assistance in collection and analysis of survey data.

Table 1. Status of U.S. Publisher Negotiations with U.S.S.R.

	Publishers		Journals	
	No.	%	No.	%
1. Completed Agreements	30	(18)	35	(13)
2. Soviet Proposal Declined—Negotiations Continuing	70	(42)	165	(61)
3. No Response to Soviet Proposal	24	(15)	29	(11)
4. Not Contacted by Soviet Agency	19	(12)	20	(7)
5. Discontinued Journals	2	(1)	2	(1)
6. Status Unknown	19	(12)	19	(7)
TOTAL	164*	(100.0)	270	(100.0)

* The actual number of publishers is 155. This figure is higher because some publishers have multiple journals whose status falls in more than one category.

Completed Agreements

Table 2 describes the number and kinds of completed arrangements. Details are reported only in cases where publishers have granted permission for their publication.

Fifty-four percent of the agreements were based on the Soviet offer of a 7.5 percent royalty for each subscription based on the Mezhkniga subscription price in rubles. The royalty is payable to the U.S. publisher in equivalent U.S. dollars before the end of the subscription period. The standard Soviet agreement contains seven articles. In addition to the royalty clause and the granting of the right to reproduce for calendar year 1974, the agreement includes clauses on distribution rights for CMEA countries in a specified number of copies, and on arbitration excluding reference to courts of law. A sample copy of the standard agreement is contained in Appendix E, page 51. One of the 16 agreements negotiated provides for payment of royalties retroactive to June 1, 1973.

Of the four agreements renegotiated for a 10 percent royalty, one specifically prohibits distribution to CMEA countries, while two require delivery to the U.S. publisher of a copy or copies of each issue published.

Scientific American, which has the largest total circulation (1480 subscriptions) of [illegible] the reproduced journals, negotiated a graduated scale of royalties from 7 to 10 percent, and a 10 percent royalty on the selling price of tapes, microfilms and other derivatives and by-products.

In October 1973, Scripta Publishing Company, representing itself and nine professional and scientific societies*, concluded a barter agreement with Mezhkniga in which the rights were acquired for translating articles from 33 Soviet journals to be published in 21 English-language translation journals. In return, the Soviets were given the right to *translate and publish* eight and to *reproduce* 11 U.S. journals of Scripta Publishing and the societies.

* American Association of Petroleum Geologists; American Geological Institute; American Geophysical Union; American Society of Mechanical Engineers; Entomological Society of America; Geological Society of America; Mineralogical Society of America; Society of Economic Palentologists and Mineralogists; Society of Exploration Geophysicsts.

Table 2. Completed Agreements Between U.S. Publishers and Mezhkniga (U.S.S.R.)

	Publishers		Journals	
	No.	%	No.	%
1. Accepted Soviet Standard Agreement (7.5% royalty)	16	(54)	17	(49)
2. Renegotiated 10% Royalty	4	(13)	5	(14)
3. Renegotiated (Graduated Scale of Royalties	1	(3)	1	(3)
4. Barter Arrangement	8	(27)	11*	(31)
5. Terms Not Revealed	1	(3)	1	(3)
TOTAL	30	(100.0)	35	(100.0)

* Also involved rights to 8 additional U.S. journals of the American Society of Mechanical Engineers which were being translated (not just reproduced), and which are not included in the list of 270 journal titles.

Continuing Negotiations

While more than half (94) of the 160 U.S. publishers, accounting for more than three-fourths (194) of the journals, have rejected the Soviet standard agreement offer, the majority of decliners (66) have counterproposed terms and conditions to Mezhkniga that are designed to achieve equity. Table 3 indicates the five broad categories of counterproposals.

Ten of 36 publishers, whose counter-offer terms have been revealed, demand full subscription price in return for granting reproduction rights to the Soviets. However, 23 out of the 36 publishers accounting for more than one-third (99) of the journals are willing to settle for something less than full subscription price, but more than the Soviet standard offer. Discounts offered by the U.S. publishers range from 10% to 50% of list price.

Publishers of multiple journal titles dominate the continuing negotiation scene. These include scientific and professional societies such as the IEEE with 19 titles, the American Institute of Physics - 17, the American Chemical Society - 12 including *Chemical Abstracts*, the American Mathematical Society - 6; and commercial publishers such as Academic Press - 16, McGraw Hill - 7, Wiley Interscience - 4, Lippincott - 4, and Williams & Wilkins - 4. Also involved in continuing negotiations are all of the secondary journals which command high subscription prices, such as *Chemical Abstracts* ($2900), *Current Abstracts of Chemistry and Index Chemicus* ($1400), *Biological Abstracts* ($1000), *Meteorological and Geoastrophysical Abstracts* ($400), and *Mathematical Reviews* ($420).

For the non-profit scientific and professional society publisher, it is a matter of recovering at least the first copy cost; for the commercial publisher, a reasonable return on his investment. In either case, there is a strong opinion that equal treatment should be accorded to all purchasers of their journals throughout the world and that the Soviet Union should not be given a "favored nation" status that U.S. acceptance of a 7.5 percent royalty would imply.

Table 3. Types of U.S. Publishers Counter Proposals to the U.S.S.R.

	Publishers		Journals	
	No.	%	No.	%
1. Higher Royalty	5	(8)	6	(4)
2. Barter and or Royalty	7	(11)	26	(16)
3. Full Subscription Price	10	(15)	16	(10)
4. Discount: Individual or Bulk Sales	11	(17)	67	(43)
5. Reproduction Limited to Individual Articles	3	(4)	3	(2)
6. Terms and Conditions Not Revealed	30	(45)	40	(25)
TOTAL	66	(100.0)	158	(100.0)

Lacking reproduction agreements for the bulk of desired U.S. scientific and technical journals, the Soviets are pursuing alternative means for ensuring the flow of U.S. information to Soviet scientists and engineers. One approach consists of using limited foreign exchange to purchase additional subscriptions for selected journals. For example, subscriptions to *Chemical Abstracts* have increased from two in 1973 to over 50 for 1974 and for the *Journal of Biological Chemistry*, from six to over 40 in the same years. According to Soviet officials, copies of these selected journals will be placed in key libraries and information centers throughout the U.S.S.R. to supply single photocopy service on demand. For this purpose the budget allocation for photocopying controlled by the State Committee for Science and Technology under the U.S.S.R. Council of Ministers has been increased from 20 million pages in 1973 to 30 million in 1974. The practice would be permissible under the UCC and the Soviet domestic copyright law as revised on February 28, 1973. Article 103, Subdivision 7 of that law permits use of a work without the author's consent and without payment of royalty in the case of "reproduction of printed works for scientific, education, and enlightment purposes without deriving profit."

Journals Translated by the U.S.S.R. and U.S. Publishers

While the Soviets publish only 15 translation journals based on U.S. journals, U.S. publishers translate and re-publish in English more than 160 Soviet journals. More than three-fourths of the 160 Soviet journals translated in the U.S. are produced by four major publishers of scientific and technical translations: Plenum Publishing Corporation, Scripta Publishing Company, Allerton Press, Inc., and the American Institute of Physics.

Both Plenum and Allerton had arrangements for translation rights prior to the U.S.S.R. accession to the UCC. Essentially similar arrangements have been continued. The American Institute of Physics is currently negotiating a barter arrangement involving its own English-language physics journals and 15 Soviet journals which it translates. Scripta, representing itself and a number of scientific societies as mentioned above, had negotiated a barter arrangement involving granting of translation rights to eight U.S. journals of the American Society for Mechanical Engineers and reproduction rights to 11 other U.S. journals in return for translation rights to 33 Soviet journals.

Of the seven remaining U.S. journals translated by the Soviets, two have made notable arrangements. The Soviets have agreed to include in the Soviet translated versions of McGraw-Hill's *Electronics* and Petroleum Engineer Publishing Company's *Petroleum Engineer* advertising aimed specifically at the Soviet electronics and petroleum engineering markets. *Petroleum Engineer*, for example, is offering a black-and-white page for about $750 and a color page for about $1,000. Negotiations continue for translation rights to the remaining U.S. journals.

Appendix F, page 54, contains a sample copy of the type of agreement the Soviets are offering to U.S. publishers seeking translation rights to Soviet scientific and technical journals.

* * *

The Office of Science Information Service will continue to monitor copyright negotiations between U.S. publishers and the new Soviet Copyright Agency. Results will be reported from time to time.

Appendix A. 20 U.S. Journals With Highest USSR/CMEA Circulation

		USSR	CMEA	Total
1.	Scientific American	1250	230	1480
2.	Popular Science	1197	143	1340
3.	Computers and Automation	911	380	1291
4.	Automobile International	1051	142	1193
5.	Chemical Engineering	962	189	1151
6.	Radio Engineering	813	217	1030
7.	Industrial Design	856	171	1027
8.	Popular Electronics	776	244	1020
9.	Analytical Chemistry	585	381	966
10.	Rocket-Jet Flying	879	30	909
11.	Management Science	622	258	880
12.	Popular Mechanics	602	273	875
13.	I.B.M. Journal of Research and Development	608	257	865
14.	Operations Research	558	257	815
15.	Journal of Applied Physics	695	120	815
16.	Chemical Abstracts	496	317	813
17.	Automation	497	292	789
18.	Science	560	211	771
19.	Journal of Computer and System Sciences	606	145	751
20.	IEEE Transactions Volume on Computers	580	167	747

Appendix B. U.S. Journals Translated by the USSR

1. Automotive Industries
(Avtomobil'naya promyshlennost')
Chilton Company, Radnor, Pa.

2. Civil Engineering
(Grazhdanskoye stroitel'stvo)
American Society of Civil Engineers, N.Y., N.Y.

3. Electronics
(Elektronika)
McGraw Hill, Inc., N.Y., N.Y.

4. Petroleum Engineer
(Inzhener-neftyanik)
Petroleum Engineer Publishing Co., Dallas, Texas

5. Proceedings of the IEEE
(Trudy Instituta inzhenerov po elektronike i radioelektronike)
Institute of Electrical and Electronic Engineers, N.Y., N.Y.

6. Review of Scientific Instruments
(Pribory dlya nauchnykh issledovaniy)
American Institute of Physics, N.Y., N.Y.

Titles 7-14 are part of a series of journals in the Transactions of the American Society of Mechanical Engineers, N.Y., N.Y.

7. Engineering for Power
(Energeticheskiye mashiny i ustanovki)

8. Engineering for Industry
(Konstruirovaniye i tekhnologiya mashinostroyeniya)

9. Heat Transfer
(Teploperedacha)

10-11. Fluids Engineering
Materials Engineering
(Teoreticheskiye osnovy inzhenernykh raschetov)

12. Dynamic Systems, Measurement and Control
(Dinamicheskiye sistemy i upravleniye)

13. Applied Mechanics
(Prikladnaya mekhanika)

14. Lubrication Technology
(Problemy treniya i smazki)

15. Rocket Technology and Cosmonautics
(Raketnaya tekhnika i cosmonavtika)
Strictly the title of Soviet translation journal which publishes selectively translated articles from a variety of U.S. (notably works of the American Institute of Aeronautics and Astronautics), French, German and other sources.

ВААП VAAP

The Copyright Agency of the USSR

MOSCOW 103104
6a, B. Bronnaya,

Following the signing by the Soviet Union of the Universal Copyright Convention, a Copyright Agency of the USSR has been set up. The purpose of this non-governmental organization is to protect the rights of Soviet and foreign authors in this country and to represent the interests of Soviet authors abroad.

Under the Statute endorsed by the conference of its sponsors, the Agency will act as an intermediary in the conclusion of copyright agreements one party to which is a foreign author or firm, i. e. all agreements on the use abroad of works by Soviet authors and on the use of works by foreign authors in the USSR. The Agency will settle accounts connected with such agreements and see to it that payments are made punctually.

The Agency is also responsible for the collection, allocation and transmission of royalties for the public performance of works by Soviet and foreign authors in the territory of the USSR, and also for the use of works of art. To this end the Agency will conclude bilateral implementing agreements on mutual representation of interests with authors' organizations and societies in the countries party to the Universal Copyright Convention.

The Agency is also a national copyright information centre. It will regularly inform authors' organizations and firms of new works in Soviet literature, science and art.

We hope to have fruitful cooperation with our counterparts in the protection of authors' rights.

On behalf of the Board of the
Copyright Agency of the USSR

BORIS PANKIN
Chairman of the Board

Statute of the Copyright Agency of the USSR

Устав Всесоюзного агентства по авторским правам

Endorsed by the Conference of Sponsors of the Copyright Agency of the USSR on September 20, 1973

Statute of the Copyright Agency of the USSR

I. General Provisions

1. The Copyright Agency of the USSR (VAAP) is a non-governmental organization operating under Articles 125 and 126 of the Constitution of the Union of Soviet Socialist Republics. Its purpose is:

to ensure the protection of the rights of Soviet and foreign authors and their successors in title in scientific, literary and artistic works when they are used in the territory of the USSR, and the rights of Soviet authors and their successors in title in their works when they are used abroad;

to help create the most favorable legal, moral and material conditions for scientists, writers and artists to engage in fruitful work;

½2—67

to expand international cooperation in the cultural and scientific fields;

to promote in every way the acquaintance of people in other countries with the best works of Soviet literature, science and art, and to promote the exchange of cultural values between nations.

To this end the Copyright Agency of the USSR undertakes:

a) to protect the rights and represent the legitimate interests of authors and their successors in title connected with such rights at the request of copyright owners: authors and their successors in title; to take all necessary measures to prevent any infringement of copyright and to restitute copyright that has been infringed upon;

b) to act as an intermediary in the conclusion of agreements and to conclude agreements (contracts) with foreign legal and natural persons on the use of works by Soviet authors abroad;

c) to act as an intermediary in the conclusion of agreements and to conclude agreements (contracts)

with foreign legal and natural persons on the use of works by foreign authors in the USSR;

d) to receive and pay royalties under agreements (contracts) on the use of works by Soviet authors abroad and foreign authors in the USSR, concluded through the offices of the Copyright Agency of the USSR or directly by the Copyright Agency of the USSR;

e) to collect and pay royalties due to Soviet and foreign authors and their successors in title for the public performance of works in the territory of the USSR, to receive and pay royalties to Soviet authors and their successors in title for the public performance and for other types of legitimate use of works by Soviet authors abroad not covered by agreements;

f) to receive and pay additional fees for cinema and television films and for the reproduction of works on gramophone records depending on the number of copies made; and also to collect and pay royalties for the use of works of art;

g) to receive and pay royalties due to the heirs of Soviet authors for the use of the works of these authors in and outside the USSR;

h) to collect and transmit deductions to the Literary Fund, the Musical Fund and the Journalists' Fund of the USSR;

i) to inform Soviet theatrical organizations about new dramatic works and to supply them with such works;

j) to participate in the work of international non-governmental organizations on copyright matters;

k) to participate, according to the proper procedures, in the preparation and conclusion of international agreements and treaties on mutual copyright protection and to conclude, within the terms of reference of the Copyright Agency of the USSR, implementing agreements with appropriate organizations of the countries party to the Universal Copyright Convention and of the countries with which the USSR has concluded bilateral agreements on mutual copyright protection;

l) to participate in international copyright conferences and meetings;

m) to exchange information on questions relating to registration of authors and their works, documents and other material necessary for ensuring copyright protection with appropriate foreign organizations on the basis of reciprocity and in line with existing implementing agreements;

n) to maintain a record of works by Soviet authors which are publicly performed in the USSR and

a record of these authors, and similarly to maintain a record of other works by Soviet and foreign authors royalties for which are paid through the offices of the Copyright Agency of the USSR, and a record of these authors;

o) to examine Soviet practice in the field of copyright law enforcement and the copyright law of other countries and the methods of its enforcement with respect to international copyright protection; to draw up proposals aimed at the further improvement of Soviet copyright law and at coordinating the activities of Soviet organizations in the matter of copyright protection;

p) to issue instructions and explanatory instruments relating to copyright matters within its terms of reference on the basis and in pursuance of the existing Soviet legislation;

q) to advertise abroad Soviet scientific, literary and artistic works, the cost of such advertisement to be charged against the royalties due to Soviet authors.

2. Under Soviet law, the right to use outside the USSR a work by a Soviet author, which has or has not been previously published in or outside the USSR, may be assigned by the said author or by his successor in title to a foreign user only through the offices of the Copyright Agency of the USSR, except in

cases expressly specified in Soviet legislation; the same procedure applies to the granting of rights for the use of works by foreign authors in the territory of the USSR.

3. The Copyright Agency of the USSR may set up its branch offices in the union and autonomous republics, territories and regions of the USSR and to reorganize or close them as necessary; it may appoint its representatives in regional centres and other large cities of the USSR and establish its permanent bureaus abroad; it may also conclude brokerage agreements with foreign legal and natural persons on the representation and protection of its interests abroad.

II. Governing Bodies

4. The highest governing body of the Copyright Agency of the USSR is the Conference of Sponsors of the Agency (the Union of Writers of the USSR, the Union of Artists of the USSR, the Union of Composers of the USSR, the Union of Journalists of the USSR, the Union of Cinematographists of the USSR, the Union of Architects of the USSR, the Academy of Sciences of the USSR, the State Committee of the Council of Ministers of the USSR for Publishing, Printing and Book Trade, the State Committee of the Council of Ministers of the USSR for Science and Technology, the State Committee of the Council of Ministers of the USSR for Television and Radio Broadcasting, the State Committee of the Council of Ministers of the USSR for Cinematography, the Ministry of Culture of the USSR, the Ministry of Foreign Trade of the USSR, and the "Novosti" Press Agency).

The Conference of Sponsors of the Copyright Agency of the USSR is convened at least once every five years.

The procedure for the election of delegates to a regular conference and representation quotas are determined by the Council of Sponsors of the Copyright Agency of the USSR.

The Conference:

a) endorses and amends the Statute of the Copyright Agency of the USSR;

b) elects the Council of Sponsors of the Copyright Agency of the USSR;

c) reviews reports of the Council of Sponsors of the Copyright Agency of the USSR;

d) lays down guidelines for the activities of the Copyright Agency of the USSR and decides questions pertaining to its reorganization or its liquidation.

5. The composition of the Council of Sponsors of the Copyright Agency of the USSR is decided upon by the Conference of Sponsors.

The Council of Sponsors is convened at least once a year.

6. The Council of Sponsors of the Copyright Agency of the USSR:

a) elects the Board of the Agency consisting of Chairman of the Board, First Deputy Chairman, deputy chairmen and members of the Board;

b) elects the Auditing Commission of the Agency consisting of Chairman, Deputy Chairman and members of the Auditing Commission;

c) lays down the guidelines for the activities of the Agency between Conferences of Sponsors;

d) reviews and approves the annual plans and reports of the Agency Board;

e) reviews reports of the Auditing Commission;

f) approves the procedure for the distribution of royalties payable for the public performance of literary, artistic and musical works in concerts and other assembled programmes.

Decisions made at meetings of the Council of Sponsors are valid only if such meetings are attend-

ed by no less than 50 per cent of the Council members. The decisions of the Council are taken by a simple majority of votes.

7. The Board of the Copyright Agency of the USSR is set up by the Council of Sponsors in order to exercise executive direction of the work of the Copyright Agency of the USSR.

The Board of the Copyright Agency of the USSR:

a) directs the day-to-day activities of the departments, sections, branch offices and other divisions, and also organizations and enterprises of the Agency;

b) represents the Agency in its relations with Soviet, foreign and international organizations, and also with natural persons in pursuance of the objectives of the Agency;

c) organizes and verifies the implementation of the decisions of the Conference and the Council of Sponsors;

d) administers the funds of the Agency and exercises control over the implementation of the financial plans and budgets of the Agency, its branch offices and other organizations and enterprises of the Agency;

e) reviews and endorses the estimate of the Board Fund and the report on the actual Fund figures;

f) draws up the annual financial plan and prepares the annual financial report of the Agency and submits them to the Council of Sponsors for approval;

g) approves the structure, the staffs and the estimates of administrative and managerial expenditures of the branch offices, organizations and enterprises under the Agency's administration and also the staffs of the departments and sections of the head office of the Agency;

h) considers other questions within the terms of reference of the Agency Board.

8. The Chairman of the Agency Board, who is elected by the Council of Sponsors, directs the day-to-day activities of the Agency.

The Chairman of the Agency Board is empowered to decide questions which are within his terms of reference in accordance with the legislation of the USSR in force, the present Statute or the decisions of the governing body of the Agency.

9. The Auditing Commission reviews the work of the head office and the local bodies of the Agency from the viewpoint of prompt and correct performance and the fulfillment of decisions taken by the Conference and the Council of Sponsors and of the financial plans and budget of the Agency.

III. Legal Status and Finances

10. The Copyright Agency of the USSR is a legal person: it has fixed and circulating assets and may, in its own name, acquire rights and discharge responsibilities, enter into transactions and agreements pursuant to its functions and act as complainant and defendant at courts of law and at courts of arbitration.

The Agency may open current accounts and other accounts at the State Bank of the USSR, the Vneshtorgbank of the USSR, and other banks; it may receive credit and conduct other economic activities necessary for the discharge of its functions.

11. The Copyright Agency of the USSR has its seal bearing its name and its emblem, and also a stamp bearing its name.

12. The revenue of the Agency is made up of commissions deducted from royalties paid to Soviet and foreign authors and their successors in title through the offices of the Agency, and also commissions deducted from the sums collected by the Agency for the Literary Fund, Musical Fund, and Journalists' Fund of the USSR.

In the event of the expenditure of the Agency exceeding its income the deficit is to be covered by

those Sponsors to whom the users of works are subordinated.

13. The funds of the Agency are used to finance its activities and to build up the Fund of the Board of the Copyright Agency of the USSR, and are administered in accordance with the budgets approved by the Agency Board.

14. The fiscal year of the Agency has been established as the period between January 1 and December 31.

15. The Soviet State and its organs and organizations bear no responsibility either for the activity of the Agency or for its commitments. The Agency is not responsible for the commitments of the Soviet State, its organs and organizations.

16. The Copyright Agency of the USSR can be liquidated by decision of the Conference of the Agency's Sponsors.

17. The seat of the Copyright Agency of the USSR is at Moscow where the Agency Board is located.

*

CATEGORY 1 - COMPLETED AGREEMENTS
(Publishers - 30; Journals - 35)

NO.	ORGANIZATION	JOURNAL TITLE	CIRCULATION			SUBSCRIPTIONS TO ORIGINAL	SUBSCRIPTION RATE (in rubles)	
			USSR	CMEA COUNTRIES	TOTAL		ORIGINAL	USSR REPRODUCED VERSION
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
1.	American Association for the Advancement of Science 1515 Massachusetts Avenue, N.W. Washington, D.C. 20005	Science	560	211	771	13	18.75	59.80
2.	American Association of Cereal Chemists 3340 Pilot Knob Road St. Paul, Minnesota 55121	Cereal Chemistry	93	19	112	1	24.00	5.28
3.	American Association of Petroleum Geologists Box 979 Tulsa, Oklahoma 74101	Bulletin of the American Association of Petroleum Geologists	119	27	146	5	36.75	27.24
4.	American Genetic Association 1028 Connecticut Avenue, N.W. Washington, D.C. 20036	Journal of Heredity	210	116	326	1	13.50	7.50
5.	American Geophysical Union 2100 Pennsylvania Avenue, N.W. Washington, D.C. 20037	Journal of Geophysical Research	242	46	288	7	56.25	80.64
		Radio Science	--	16	--	--	--	--

$1.00 = 0.79 rubles 1 ruble = $1.27 (Treasury Reporting Rate of Exchange as of March 31, 1974)

①	②	③	④	⑤	⑥	⑦	⑧	⑨
	American Geophysical Union	Transactions of the American Geophysical Union	178	31	209	2	33.75	7.08
		Water Resources Research	--	30	--	--	--	--
6.	American Heart Association 44 E. 23rd Street New York, New York 10010	Circulation	177	110	287	1	21.75	26.52
7.	American Journal of Opthalmology 233 E. Ontario Street, Suite 1401 Chicago, Illinois 60611	American Journal of Opthalmology	168	63	231	2	10.90	29.40
8.	American Society for Non-Destructive Testing 914 Chicago Avenue Evanston, Illinois 60202	Materials Evaluation	317	85	402	2	9.00	5.88
9.	American Society for Testing and Materials 1916 Race Street Philadelphia, Pennsylvania 19103	Proceedings of the American Society for Testing and Materials	197	97	294	1	11.25	5.25
		Standardization News	227	88	315	2	7.15	10.20
10.	American Society of Animal Science 425 Illinois Bldg. 113 North Neil Street Champaign, Illinois 61820	Journal of Animal Science	190	140	310	2	20.65	13.86
11.	American Society of Mechanical Engineers 345 E. 47th Street New York, New York 10017	Mechanical Engineering	264	136	400	1	8.65	15.12

①	②	③	④	⑤	⑥	⑦	⑧	⑨
12.	American Society of Parasitology New York Upstate Medical Center 766 Irving Avenue Syracuse, New York 13210	Journal of Parasitology	133	87	220	1	20.25	11.64
13.	American Welding Society 2501 N.W. 7th Street Miami, Florida 33125	Welding Journal	449	128	577	2	11.25	14.76
14.	Association of Iron and Steel Engineers Suite 2350 Three Gateway Center Pittsburgh, Pennsylvania 15222	Iron and Steel Engineer	286	67	353	3	7.50	19.44
15.	The Biometric Society North Carolina State University Institute of Statistics Box 5962 Raleigh, North Carolina 27607	Biometrics	196	122	318	2	11.25	7.75
16.	Entomological Society of America 4603 Calvert Road College Park, Maryland 20740	Journal of Economic Entomology	114	69	183	3	5.45	22.50
17.	Geological Society of America Box 1719 Boulder, Colorado 80302	Geological Society of America Bulletin	222	53	275	3	45.00	13.56
18.	Horizon House - Microwave, Inc. 610 Washington Street Dedham, Massachusetts 02026	Microwave Journal	371	53	424	6	22.50	13.56

①	②	③	④	⑤	⑥	⑦	⑧	⑨
19.	Indiana University Department of Mathematics Bloomington, Indiana 47401	Indiana University Mathematics Journal	107	39	146	1	22.50	15.12
20.	International Business Machines Corporation Armonk, New York 10504	I.B.M. Journal of Research and Development	608	257	865	1	5.65	4.36
21.	Metals and Plastics Publications, Inc. 99 Kinderkamack Road Westwood, New Jersey 07675	Metal Finishing	331	119	450	1	11.25	9.12
22.	Mineralogical Society of America 2201 M Street, N.W. Washington, D.C. 20037	American Mineralogist	172	28	200	3	18.00	13.16
23.	New York Botanical Garden Bronx, New York 10458	Botanical Review	187	69	256	--	11.25	3.52
		Mycologia	120	109	229	1	14.65	9.96
24.	Presstech Design, Inc. 3579-235 Duffield Street Brooklyn, New York 11201	Building Systems Design	219	99	318	2	11.25	15.00
25.	Radiological Society of North America, Inc. 20th and Northampton Streets Easton, Pennsylvania 18042	Radiology	167	106	273	2	25.36	26.16

①	②	③	④	⑤	⑥	⑦	⑧	⑨
26.	Scientific American, Inc. 415 Madison Avenue New York, New York 10017	Scientific American	1250	230	1480	61	7.50	17.76
27.	Society of Economic Paleontologists and Mineralogists Box 979 Tulsa, Oklahoma 74101	Journal of Sedimentary Petrology	51	--	--	--	--	13.36
28.	Society of Exploration Geophysicists Box 3098 Tulsa, Oklahoma 74101	Geophysics	357	59	416	4	11.65	13.26
29.	Society of Manufacturing Engineers 20501 Ford Road Dearborn, Michigan 48128	Manufacturing Engineer and Management	161	69	230	2	7.90	13.56
30.	Society of Motion Picture & Television Engineers 862 Scarsdale Avenue Scarsdale, New York 10583	Journal of the Society of Motion Picture and Television	185	62	247	--	20.25	13.08

CATEGORY 2 - DECLINED: STILL NEGOTIATING
(Publishers - 70; Journals - 165)

NO.	ORGANIZATION	JOURNAL TITLE	CIRCULATION			SUBSCRIPTIONS TO ORIGINAL	SUBSCRIPTION RATE (in rubles)	
			USSR	CMEA COUNTRIES	TOTAL		ORIGINAL	USSR REPRODUCED VERSION
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
31.	Academic Press 111 Fifth Avenue New York, New York 10003	Analytical Biochemistry	211	155	366	3	49.50	13.68
		Annals of Physics	232	55	287	4	130.50	22.80
		Atomic Data	--	10	--	--	--	--
		Archives of Biochemistry & Biophysics	197	98	295	3	136.15	18.96
		Biochemical & Biophysical Research Communications	134	41	175	7	79.50	37.92
		Experimental Cell Research	152	91	243	5	149.89	25.44
		Information and Control	497	193	690	3	38.25	8.16
		Journal of Catalysis	213	68	281	7	87.64	10.92
		Journal of Colloid & Interface Science	278	92	370	3	99.80	8.16
		Journal of Computer & Systems Sciences	606	145	751	3	25.34	4.74
		Journal of Magnetic Resonance	128	24	152	7	63.75	6.84

CATEGORY 2 - DECLINED: STILL NEGOTIATING

①	②	③	④	⑤	⑥	⑦	⑧	⑨
	Academic Press (Cont'd)	Journal of Mathematical Analysis and Applications	197	91	288	4	124.75	7.56
		Journal of Molecular Spectroscopy	32	90	122	5	99.64	9.36
		Microchemical Journal	125	51	176	3	23.73	5.12
		Radiation Research	192	71	263	2	64.50	16.80
		Virology	210	125	335	4	94.90	10.56
32.	American Chemical Society 1155 16th Street, N.W. Washington, D.C. 20036	Analytical Chemistry	585	381	966	7	5.00	54.28
		Biochemistry	211	137	348	3	49.50	55.56
		Chemical & Engineering News	317	128	545	2	15.75	34.32
		Chemical Reviews	437	136	573	2	32.35	8.70
		Inorganic Chemistry	211	56	267	6	44.73	29.76
		Journal of Chemical & Engineering Data	262	102	364	4	36.40	7.60
		Journal of Medicinal Chemistry	107	32	139	3	37.50	15.78
		Journal of Organic Chemistry	330	102	432	5	49.50	52.92
		Journal of Physical Chemistry	428	87	515	2	49.50	105.36
		Journal of the American Chemical Society	577	116	693	10	54.00	75.36
		Rubber Chemistry & Technology	170	60	230	2	30.00	7.72

①	②	③	④	⑤	⑥	⑦	⑧	⑨
33.	American Elsevier Publishers 52 Vanderbilt Avenue New York, N.Y. 10017	Combustion and Flame	--	--	--	--	--	--
34.	American Institute of Aeronautics and Astronautics 1290 Avenue of the Americas New York, New York 10019	Astronautics & Aeronautics	356	48	404	--	16.50	11.16
25.	American Institute of Physics 335 E. 45th Street New York, New York 10017	American Journal of Physics	425	90	515	2	--	--
		Applied Physics Letters	383	30	313	19	21.40	12.72
		Bulletin of the American Physical Society	248	35	283	5	13.15	11.60
		Journal of Applied Physics	695	120	815	7	46.90	53.88
		Journal of Chemical Physics	425	91	516	12	92.25	99.36
		Journal of Mathematical Physics	253	57	310	2	38.25	24.60
		Journal of the Acoustical Society of America	462	114	576	2	36.00	29.40
		Journal of the Optical Society of America	495	74	569	2	34.50	16.08
		Journal of Vacuum Science and Technology	276	69	345	4	29.25	5.40
		Physical Review (Section A-B)	436	57	493	28	92.25	85.20
		Physical Review (Section C-D)	338	51	389	72	103.90	127.80
		Physical Review Letters	424	60	484	20	47.25	31.72

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
	American Institute of Physics (Cont'd)	Physics of Fluids	314	60	374	3	38.25	26.16
		Physics Today	251	47	298	15	10.15	12.36
		Reviews of Modern Physics	469	74	543	15	9.75	7.48
36.	American Mathematical Society Box 6248 Providence, Rhode Island 02904	Bulletin of the American Mathematical Society	155	50	205	2	9.00	9.48
		Mathematical Reviews	210	90	300	--	240.00	35.40
		Mathematics of Computation	333	152	485	2	15.00	7.16
		Proceedings of the American Mathematical Society	178	30	208	2	75.00	10.68
		Transactions of the American Mathematical Society	158	34	192	1	135.00	19.32
37.	American Mathematical Society Box 1885 Providence, Rhode Island 02912	Quarterly of Applied Mathematics	202	57	259	2	12.40	4.20
38.	American Medical Association 535 N. Dearborn Street Chicago, Illinois 60610	American Journal of Diseases of Children	171	115	286	1	18.75	19.96
		Archives of Internal Medicine	130	73	203	--	18.75	25.56
		Journal of the American Medical Association	265	228	493	1	27.75	91.00
39.	American Meteorological Society 45 Beacon Street Boston, Massachusetts 02108	Meteorological and Geoastrophysical Abstracts	41	15	56	3	300.00	27.56

CATEGORY 2 - DECLINED: STILL NEGOTIATING

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
40.	American Physiological Society 9650 Rockville Pike Bethesda, Maryland 20014	American Journal of Physiology	315	125	440	3	48.75	32.16
		Journal of Applied Physiology	154	104	258	1	37.50	33.00
		Journal of Neurophysiology	170	78	248	8	21.00	13.68
		Physiological Reviews	315	116	431	3	48.75	7.16
41.	American Phytopathological Society 3340 Pilot Knob Road St. Paul, Minnesota 55121	Phytopathology	157	100	257	1	33.00	16.56
42.	American Society for Information Science 1155 16th Street, N.W. Washington, D.C. 20036	Journal of the American Society for Information Science	398	207	605	2	30.00	5.00
43.	American Society for Microbiology 1913 I Street, N.W. Washington, D.C. 20006	Applied Microbiology	195	187	382	3	30.75	12.06
		Journal of Bacteriology	263	167	430	3	41.25	48.72
44.	American Society of Agronomy 667 S. Segoe Road Madison, Wisconsin 53711	Agronomy Journal	260	115	375	--	17.41	7.50
45.	American Society of Biological Chemists 428 East Preston Street Baltimore, Maryland 21202	Journal of Biological Chemistry	157	72	229	1	11.25	21.76

①	②	③	④	⑤	⑥	⑦	⑧	⑨
46.	American Society of Mechanical Engineers 345 E. 47th Street New York, New York 10017	Applied Mechanics Reviews	206	92	298	3	77.25	15.96
47.	American Society of Plant Physiologists Box 5706 Washington, D.C. 20014	Plant Physiology	267	130	397	2	52.50	22.92
48.	American Telephone and Telegraph Corporation 195 Broadway, Room 2312C New York, New York 10007	Bell System Technical Journal	429	119	548	2	8.25	10.92
49.	American Water Works Association Park Avenue, 2 New York, New York 10016	Journal of the American Water Works Association	131	93	224	3	16.15	30.24
50.	Association for Computing Machinery 1133 Avenue of the Americas New York, New York 10036	Communications of Association for Computing Machinery	458	203	661	4	18.75	12.00
		Computing Reviews	365	232	597	1	18.75	7.50
		Journal of the Association for Computing Machinery	363	167	530	1	18.75	5.48
51.	Berkeley Enterprises Inc. 815 Washington Street Newtonville, Massachusetts 02160	Computers and Automation	911	380	1291	4	16.50	7.44
52.	Bill Communications Inc. 630 Third Avenue New York, New York 10017	Plastics Technology	241	145	386	4	18.75	7.80

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
53.	BioSciences Information Services of Biological Abstracts 2100 Arch Street Philadelphia, Pennsylvania 19103	Biological Abstracts	100	36	136	3	480.00	361.20
54.	C.V. Mosby Co. 11830 Westline Industrial Drive St. Louis, Missouri 63141	American Heart Journal	229	136	365	1	21.99	23.16
		Journal of Thoracic and Cardio-vascular Surgery	138	38	176	1	31.70	20.16
55.	Chemical Abstracts Service The Ohio State University Columbus, Ohio 43210	Chemical Abstracts	496	317	813	2	1530.00	354.56
56.	Cowan Publishing Corporation 14 Vanderventer Avenue Port Washington, Long Island, N.Y. 11050	Solid State Technology	401	85	486	2	15.00	8.28
57.	Donnelley Corporation 666 Fifth Avenue New York, New York 10019	Control Engineering	--	--	--	--	--	--
58.	Duke University Press Box 6697 College Station Durham, North Carolina 27708	Duke Mathematical Journal	123	28	151	--	13.15	7.28
		Ecology	199	95	294	--	17.25	12.78
59.	Dunn-Donnelley Corporation 666 Fifth Avenue New York, New York 10019	Water and Wastes Engineering	251	119	370	4	11.25	9.00

CATEGORY 2 - DECLINED: STILL NEGOTIATING

①	②	③	④	⑤	⑥	⑦	⑧	⑨
60.	Economic Geology Publishing Co. Michigan Technological University Box 74 Houghton, Michigan 49931	Economic Geology	169	34	203	10	15.64	18.48
61.	Glass Publishing Co. 777 Third Avenue New York, New York 10017	Glass Industry	134	40	174	2	12.75	18.36
62.	Hayden Publishing Co. 50 Essex Street Rochelle Park, New Jersey 07662	Electronic Design	471	164	635	4	39.00	5.20
63.	Hearst Magazines 57th Street at 8th Avenue New York, New York 10019	Popular Mechanics	602	273	875	2	5.25	15.96
64.	Industrial Publishing Corporation 614 Superior Avenue, West Cleveland, Ohio 44113	Hydraulics and Pneumatics	309	133	442	3	28.50	16.80
		Material Handling Engineering	219	111	330	5	26.25	15.60
		Precision Metal	151	55	206	2	18.75	7.32
65.	Institute for Scientific Information 325 Chestnut Street Philadelphia, Pennsylvania 19106	Current Abstracts of Chemistry and Index Chemicus	170	34	204	4	825.00	61.10
66.	Institute of Electrical and Electronics Engineers 345 East 47th Street New York, New York 10017	IEEE Transactions	121	36	157	3	427.50	230.00
		IEEE Transactions of Quantam Electronics vol. QE	283	41	324	1	30.00	6.96
		IEEE Transactions on Communication Technology	280	87	367	—	20.25	9.00

CATEGORY 2 - DECLINED: STILL NEGOTIATING

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
	Institute of Electrical and Electronics Engineers (cont.)	IEEE Transactions on Industry and General Applications	314	78	392	--	20.25	5.88
		IEEE Transactions - Vol. AC on Automatical Control	573	158	731	--	20.25	6.20
		IEEE Transactions - Vol. AES on Aerospace and Electronic Systems	305	39	344	--	20.25	6.48
		IEEE Transactions - Vol. AP on Antennas and Propagation	360	68	428	1	20.25	9.54
		IEEE Transactions - Vol. AU on Audio and Electroacoustics	284	84	368	--	15.00	2.16
		IEEE Transactions - Vol. BME on Biomedical Engineering	243	106	349	--	20.25	2.40
		IEEE Transactions - Vol. CT on Circuit Theory	337	120	457	--	20.25	5.60
		IEEE Transactions - Vol. ED on Electron Devices	549	91	640	1	30.00	12.36
		IEEE Transactions - Vol. EM on Engineering Management	147	91	238	--	15.00	2.60
		IEEE Transactions - Vol. IM on Instrumentation & Measurement	527	175	702	--	15.00	3.32
		IEEE Transactions - Vol. IT on Information Theory	379	144	523	1	20.25	11.88
		IEEE Transactions - Vol. MAG on Magnetics	269	54	323	--	20.25	4.00
		IEEE Transactions - Vol. MTT on Microwave Theory and Techniques	381	67	448	1	30.00	7.08

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
	Institute of Electrical and Electronics Engineers (Cont'd)	IEEE Transactions - Vol. NS on Nuclear Science	177	36	213	__	30.00	29.10
		IEEE Transactions - Vol. on Computers	580	167	747	--	35.25	15.00
		IEEE Transactions - Vol. PAS on Power Apparatus and Systems	223	116	339	1	35.25	19.56
67.	Institute of Management Science 146 Westminster Street Box 6112 Providence, Rhode Island 02904	Management Science	622	258	880	3	24.00	16.80
68.	Institute of Mathematical Statistics Medical Research Building IV-Room 131 University of California - S.F. San Francisco, California 94122	Annals of Mathematical Statistics	229	103	332	3	22.50	17.40
69.	Instrument Society of America 400 Stanwix Street Pittsburgh, Pennsylvania 15222	Instrumentation Technology	261	91	362	4	7.50	11.52
70.	Interscience 605 Third Avenue New York, New York 10016	Biopolymers	118	38	156	4	94.50	11.52
		Communication on Pure and Applied Mathematics	175	46	221	2	24.75	6.20
		Journal of Applied Polymer Science	269	92	361	3	117.00	26.80
		Journal of Polymer Science	343	115	458	5	255.00	61.50

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
71.	J.B. Lippincott Co. E. Washington Square Philadelphia, Pennsylvania 19105	Anesthesiology	242	114	356	1	15.50	21.00
		Cancer	126	48	174	2	21.00	48.36
		Endocrinology	188	97	285	2	26.49	22.68
		Journal of Clinical Endocrinology and Metabolism	175	91	266	1	28.50	14.16
72.	Journal of Bone and Joint Surgery Inc. Shattuck Street Boston, Massachusetts 02115	Journal of Bone and Joint Surgery	157	72	229	1	11.25	21.76
73.	McGraw-Hill 221 Avenue of the Americas New York, New York 10020	American Machinist	298	119	417	4	26.25	33.54
		Aviation Week & Space Technology	295	31	326	2	15.00	44.72
		Chemical Engineering	962	189	1151	4	36.40	38.48
		Construction Methods & Equipment	184	98	282	4	11.25	22.56
		Engineering & Mining Journal	191	50	241	3	6.00	14.76
		Modern Packaging	316	137	453	3	18.75	16.56
		Power	262	117	379	6	15.00	16.56
74.	National Bureau of Standards U.S. Department of Commerce Washington, D.C. 20234 (Published by the U.S. Government Printing Office)	Journal of Research of the National Bureau of Standards Mathematical Sciences	146	42	188	1	4.70	4.76
		Journal of Research of the National Bureau of Standards Physics & Chemistry	242	33	275	1	8.85	7.14

CATEGORY 2 - DECLINED: STILL NEGOTIATING

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
75.	National Library of Medicine 8600 Rockville Pike Bethesda, Maryland 20014	Index Medicus	270	69	339	1	59.14	189.00
76.	Operations Research Society of America 428 E. Preston Street Baltimore, Maryland 21202	Operations Research	558	257	815	4	16.90	11.28
77.	Optical Society of America 2100 Pennsylvania Avenue Washington, D.C. 20037	Applied Optics	474	71	545	4	36.75	27.00
78.	Palmerton Publishing Co. 461 Eighth Avenue New York, New York 10001	Rubber Age	170	73	243	2	30.00	11.28
79.	Pen-Ink Publishing Co. 50 E. 42nd Street New York, New York 10017	Rocket-Jet Flying	879	30	909	3	8.10	.40
80.	Penton Publishing Co. Penton Plaza Cleveland, Ohio 44113	Automation	497	292	789	2	28.74	15.72
		Foundry	401	127	528	1	30.24	18.60
		Industry Week	--	32	--	--	--	41.08
		Machine Design	450	135	585	1	49.90	59.40
81.	Petroleum Publishing Co. 211 S. Cheyenne Avenue Tulsa, Oklahoma 74101	Oil and Gas Journals	274	110	384	5	24.40	66.50

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
82.	Poultry Science Association Dr. C. B. Ryan Texas A & M University College Station, Texas 77843	Poultry Science	88	53	141	--	--	38.90
83.	Princeton University Press Box 231 Princeton, New Jersey 08540	Annals of Mathematics	149	34	183	2	19.30	20.28
84.	Raymond N. Castle Universtiy Station Box 524 Provo, Utah 84601	Journal of Heterocyclic Chemistry	157	53	210	4	33.40	7.80
85.	Rayon Publishing Corporation 303 Fifth Avenue New York, New York 10016	Modern Textiles Magazines	214	59	273	4	11.25	9.00
86.	Reinhold Publishing Co. 10 S. La Salle Street Chicago, Illinois 60603	Heating, Piping and Air Conditioning	92	131	323	2	14.25	30.60
87.	Reinhold Publishing Co. 600 Summer Street Stamford, Connecticut 06804	Materials Engineering	273	95	368	--	11.25	20.28
88.	Reuben H. Donnelley Corporation 666 Fifth Avenue New York, New York 10019	American Journal of Surgery	404	192	596	1	20.25	19.20
89.	Rockefeller University Press 1230 York Avenue New York, New York 10021	Journal of Experimental Medicine	288	123	411	--	44.75	22.80

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
	Rockefeller University Press (cont.)	Journal of General Physiology	140	62	202	1	27.00	18.90
90.	Society for Experimental Stress Analysis 21 Bridge Square Westport, Connecticut 06880	Proceedings of the Society for Experimental Stress Analysis	157	56	213	3	22.50	4.66
91.	Society for Industrial and Applied Mathematics 33 S. 17th Street Philadelphia, Pennsylvania 19103	SIAM Journal of Control	197	38	235	5	24.00	5.24
92.	Technical Publishing Co. 1801 S. La Cienga Blvd. Los Angeles, California 90035	Datamation	333	145	478	7	23.15	15.60
93.	Times Mirror International-Medical Book Publishing Group 11830 Westline Industrial Drive St. Louis, Missouri 63141	Popular Science	1197	143	1340	3	18.00	17.28
94.	U.S. Atomic Energy Commission Division of Technical Information Extension Box 62, Oak Ridge, Tennessee 37830	Nuclear Science Abstracts	111	56	167	--	39.40	97.20
95.	University of Chicago Press 5801 Ellis Avenue Chicago, Illinois 60637	Astrophysical Journal	173	21	194	9	69.75	41.64
		Journal of Geology	258	63	321	2	18.75	9.00
		Journal of Infectious Diseases	160	68	228	1	45.00	18.00

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
96.	Whitney Publishing Inc. 130 E. 59th Street New York, New York 10022	Industrial Design	856	171	1027	7	11.25	11.30
97.	Williams and Wilkins Co. 428 E. Preston Street Baltimore, Maryland 21202	Cancer Research	176	75	251	1	37.50	51.84
		Journal of Histochemistry and Cytochemistry	169	107	276	2	23.89	6.94
		Journal of Immunology	251	151	402	2	38.25	29.04
		Soil Science	340	145	485	3	14.89	8.04
98.	Wistar Institute of Anatomy and Physiology 36th Street at Spruce Philadelphia, Pennsylvania 19104	Journal of Anatomy and Physiology	167	74	241	1	33.00	7.26
99.	W.R.C. Smith Publishing Co. 1760 Peachtree Road, N.W. Atlanta, Georgia 30309	Textile Industries	132	57	189	3	15.00	24.72
100.	Ziff-Davis Publishing Co. 1 Park Avenue New York, New York 10016	Popular Electronics	776	244	1020	3	5.25	8.28

CATEGORY 3 - NO RESPONSE TO SOVIET PROPOSAL

(Publishers - 24; Journals - 29)

NO	ORGANIZATION	JOURNAL TITLE	CIRCULATION			SUBSCRIPTIONS TO ORIGINAL	SUBSCRIPTION RATE (in rubles)	
			USSR	CMEA COUNTRIES	TOTAL		ORIGINAL	USSR REPRODUCED VERSION
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
101.	American Concrete Institute Box 4754 Redford Station Detroit, Michigan 48219	Journal of the American Concrete Institute	233	111	344	3	16.50	17.76
102.	American Institute of Chemical Engineers 345 E. 47th Street New York, New York 10017	American Institute of Chemical Engineers Journal	314	115	429	2	27.75	15.48
		Chemical Engineering Progress	377	192	569	3	26.25	8.70
103.	American Institute of Mining, Metallurgical and Petroleum Engineers 345 E. 47th Street New York, New York 10017	Journal of Metals	406	123	529	4	18.00	16.20
		Modern Materials Handling	161	85	246	2	26.25	18.60
104.	American Oil Chemists Society 508 South Sixth Street Champaign, Illinois 61820	Journal of the American Oil Chemists Society	138	63	201	3	26.41	22.20
105.	American Society of Heating, Refrigerating & Airconditioning Engineers ASHRAE Headquarters New York, New York 10017	ASHRAE - Journal	259	136	395	2	11.25	11.28

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
106.	Associated Publishing Inc. Wellsite Publications P.O. Box 7000 Dallas, Texas 75209	Drilling International	211	66	277	4	18.75	11.88
107.	Cahners Publishing Co., Inc. 270 St. Paul Street Denver, Colorado 80206	Design News	267	113	380	4	22.50	49.14
		Modern Materials Handling	161	85	246	2	26.25	18.60
108.	Cahners Publishing Co., Inc. Box 5391 Denver, Colorado 80217	Plastics World	138	95	233	2	15.00	31.92
109.	Computer Design Publishing Corp. Circulation Department P.O. Box A Winchester, Massachusetts 01890	Computer Design	377	119	496	9	19.50	18.00
110.	Diesel Publications Inc. 80 Lincoln Avenue Stamford, Connecticut 06904	Diesel Equipment Superintendant	209	57	266	1	12.90	6.72
111.	Frederick H. Martin Memorial Foundation American College of Surgeons 55 E. Erie Street Chicago, Illinois 60611	Surgery, Gynecology and Obstetrics	275	175	450	1	17.25	30.72
112.	Gernspack Publishing Inc. 200 Park Avenue, S. New York, New York 10003	Radio Electronics	813	217	1030	1	6.40	10.32

①	②	③	④	⑤	⑥	⑦	⑧	⑨
113.	Institute of Food Technologists 221 N. La Salle Street Chicago, Illinois 60601	Food Technology	190	138	328	1	18.75	12.36
		Journal of Food Science	159	158	317	2	20.10	10.20
114.	Modern Metals Publishing Co. 919 N. Michigan Avenue Chicago, Illinois 60611	Modern Metals	247	80	327	3	22.50	8.40
115.	National Association of Corrosion Engineers 2400 West Loop S. Houston, Texas 77027	Corrosion	413	240	653	2	15.00	4.80
		Materials Protection and Performance	197	108	305	3	11.25	8.00
116.	RCA Laboratories Princeton, New Jersey 08540	RCA Review	295	74	369	6	11.25	3.84
117.	Society of Plastics Engineers 656 W. Putnam Avenue Greenwich, Connecticut 06830	SPE Journal	135	52	187	4	12.75	12.00
118.	Technical Publishing Co. 1301 S. Grove Avenue Barrington, Illinois 60010	Power Engineering	372	171	543	3	12.00	11.16
119.	U.S. Department of Agriculture Soil Conservation Service Washington, D.C. 20402	Soil Conservation	340	65	405	3	14.89	8.09
120.	University of Rochester Genetics, Business Manager 575 Mount Hope Avenue Rochester, New York 14620	Genetics Journal	222	157	379	4	24.00	22.08

①	②	③	④	⑤	⑥	⑦	⑧	⑨
121.	Water Pollution Control Federation 3900 Wisconsin Avenue, N.W. Washington, D.C. 20016	Journal of the Water Pollution Control Federation	247	132	379	4	30.00	18.96
122.	Welding & Engineer Publishing Box 128 Morton Grove, Illinois 60053	Welding Engineer	225	83	308	5	11.25	11.16
123.	Westinghouse Building Gateway Center Pittsburgh, Pennsylvania 15222	Westinghouse Engineer	271	137	408	2	2.65	2.40
124.	Yale University Kline Geology Laboratory New Haven, Connecticut 06520	American Journal of Science	310	42	352	3	13.23	12.24

CATEGORY 4 - NOT CONTACTED BY SOVIET UNION

(Publishers - 19; Journals - 20)

NO.	ORGANIZATION	JOURNAL TITLE	CIRCULATION			SUBSCRIPTIONS TO ORIGINAL	SUBSCRIPTION RATE (in rubles)	
			USSR	CMEA COUNTRIES	TOTAL		ORIGINAL	REPRODUCED
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
125.	American Dairy Science Association 113 N. Neil Street Champaign, Illinois 61820	Journal of Dairy Science	150	109	259	2	15.40	15.72
126.	American Electroplaters Society 56 Melmore Gardens East Orange, New Jersey 07017	Plating	402	95	497	2	12.00	10.80
127.	American Foundrymen's Society Golf and Wolf Roads Des Plaines, Illinois 60016	Modern Castings	180	75	255	4	18.75	16.80
128.	American Nuclear Society 244 E. Ogden Avenue Hinsdale, Illinois 60521	Nuclear Science and Engineering	214	49	263	2	70.90	19.32
129.	American Radio Relay League 225 Main Street Newington, Connecticut 06111	Amateur Radio	551	113	664	1	13.90	12.00
130.	American Society of Agricultural Engineers 2950 Niles Road, Box 410 St. Joseph, Michigan 49085	Agricultural Engineering	328	131	459	3	19.50	6.00

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
131.	American Society of Lubrication Engineers 838 Busse Highway Park Ridge, Illinois 60068	Lubrication Engineering	154	91	245	4	12.00	5.40
132.	Chilton Company Box 2015 Radnor, Pennsylvania 19089	Electronic Engineer	476	187	663	3	38.65	17.16
		Instruments and Control Systems	550	195	745	2	18.75	25.56
133.	H.M. Stratton 757 Third Avenue New York, New York 10017	Blood	173	113	286	2	26.25	22.68
134.	International Telephone and Telegraph Corporation 320 Park Avenue New York, New York 10022	Electrical Communication	260	76	336	1	3.75	5.20
135.	John Hopkins Press Baltimore, Maryland 21218	American Journal of Mathematics	333	86	419	1	13.98	8.56
136.	Journal of Marine Research Osborn Memorial Laboratory Yale University New Haven, Connecticut 06520	Journal of Marine Research	206	36	242	2	12.40	3.15
137.	Massachusetts Institute of Technology Cambridge, Massachusetts 02139	Studies in Applied Mathematics	--	40	--	--	--	4.20
138.	Meister Publishing Company 27841 Euclid Avenue Willoughby, Ohio 44094	Agricultural Chemicals	189	146	335	3	10.50	8.88

①	②	③	④	⑤	⑥	⑦	⑧	⑨
139.	National Industrial Publishing Co. 1400 Union Trust Building Pittsburgh, Pennsylvania 15219	Industrial Heating	152	64	216	7	6.00	10.80
140.	North American Publishing Co. 134 N. 13th Street Philadelphia, Pennsylvania 19107	Audio	300	115	415	1	6.00	9.00
141.	Simmons-Boardman Publishing Corp. 350 Broadway New York, New York 10013	Railway Locomotives and Cars	110	40	150	6	6.00	7.80
142.	Society for Experimental Biology and Medicine 630 W. 168th Street New York, New York 10032	Proceedings of the Society for Experimental Biology and Medicine	255	119	374	2	22.50	37.95
143.	University of California-Berkeley 103 Highland Boulevard Berkeley, California 94708	Pacific Journal of Mathematics	110	20	130	—	24.00	25.20

CATEGORY 5 - DISCONTINUED JOURNALS
(Publishers - 2; Journals - 2)

NO.	ORGANIZATION	JOURNAL TITLE	CIRCULATION			SUBSCRIPTIONS TO ORIGINAL	SUBSCRIPTION RATE (in rubles)	
			USSR	CMEA COUNTRIES	TOTAL		ORIGINAL	REPRODUCED
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
144.	Edison Electric Institute 90 Park Avenue New York, New York 10016	Farm Electrification	243	60	303	2	4.15	1.20
145.	National Bureau of Standards U.S. Department of Commerce Washington, D.C. 20234 (Published by the U.S. Government Printing Office)	Journal of Research of the National Bureau of Standards Engineering & Instrumentation	204	82	286	1	4.70	4.76

CATEGORY 6 - STATUS UNKNOWN
(Publishers - 19; Journals - 19)

NO.	ORGANIZATION	JOURNAL TITLE	CIRCULATION			SUBSCRIPTIONS TO ORIGINAL	SUBSCRIPTION RATE (in rubles)	
			USSR	CMEA COUNTRIES	TOTAL		ORIGINAL	REPRODUCED
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
146.	American Ceramic Society 4055 N. High Street Columbus, Ohio 43214	Journal of the American Ceramic Society	318	101	419	--	24.75	23.16
147.	American Society for Metals Metals Park, Ohio 44073	Metallurgical Transactions	183	46	229	9	29.25	19.56
148.	American Society for Metals Metals Park, Ohio 44073	Metal Progress	305	95	400	1	7.50	16.44
149.	Bill Communications 77 N. Miller Road Akron, Ohio 44130	Rubber World	170	63	233	5	9.00	9.60
150.	Botanical Society of America c/o Lawrence I. Crockett City College Convent Avenue New York, New York 10031	American Journal of Botany	217	98	315	1	16.90	10.90
151.	Ceramic Age Publication P.O. Box 5 North Olmsted, Ohio 44070	Ceramic Age	116	90	206	3	7.50	10.14

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
152.	Combustion Publishing Co. 277 Park Avenue New York, New York 10017	Combustion	189	99	288	2	9.48	7.56
153.	Econometric Society Box 1264 Yale Station New Haven, Connecticut 06520	Econometrica	298	144	442	3	19.50	9.80
154.	Electrochemical Society, Inc. 215 Canal Street Manchester, New Hampshire	Journal of the Electrochemical Society	455	116	571	--	32.25	19.08
155.	Johnson Publishing Company 1820 N. Michigan Avenue Chicago, Illinois 60615	Automobile International	1051	142	1193	1	7.50	6.12
156.	Machinery Publishing Corporation Clifton House 83-117 Euston Road London, England	Machinery	496	124	620	7	21.00	18.00
157.	Maclean-Hunter Publishing Corp. 300 W. Adams Street Chicago, Illinois 60606	Rock Products	125	54	179	3	9.00	18.00
158.	McGraw Hill 50 Avenue de la Gare 1003 Lausanne, Switzerland	Modern Plastics International	370	185	555	2	12.00	20.64
159.	Morgan Grampian Publishing Co. 16 West 61st Street New York, New York 10023	Product Engineering	203	54	257	4	28.50	39.00

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
160.	Paper Industry Management Association 2570 Devon Avenue Des Plaines, Illinois 60018	American Paper Industry	98	53	151	1	18.75	9.96
161.	Prestressed Concrete Institute 20 N. Wacker Drive Chicago, Illinois 60606	Journal of Prestressed Concrete Institute	233	96	329	2	6.56	4.02
162.	Society of Automotive Engineers 2 Pennsylvania Plaza New York, New York 10001	Automotive Engineering	186	39	225	7	11.25	14.28
163.	Society of Petroleum Engineers of AIME 6200 N. Central Expressway Dallas, Texas 75206	Journal of Petroleum Technology	120	54	174	4	14.00	19.20
164.	Charles C. Thomas 301-327 East Lawrence Avenue Springfield, Illinois 62717	American Journal of Roentgenology, Radium, Therapy and Nuclear Medicine	183	121	304	1	20.25	35.88

Appendix E. Sample Soviet Agreement for Reproduction Rights to U.S. Journals

AN AGREEMENT

made the _____ day of _____ 19__ between V/O "Mezhdunarodnaya Kniga" of G-200 Moscow, Union of Soviet Socialist Republics, herein called Mezkniga on the one part and (U.S. publisher) herein called the Publishers on the other part. Whereas the publishers are publishers of a _____ journal with the title _____ _____(herein called "the journal"), they have arranged with Mezhkniga that the said trade organization whall reproduce, print or publish certain issues of the journal on the terms hereinafter contained.

NOW IT IS HEREBY AGREED as follows:

1. The Publishers hereby grant to Mezhkniga the right to reproduce within the territory of the U.S.S.R. all issues of the journal published by the Publishers in U.S.A. between the first day of January 19__ and the thirty-first day of December 19__.

2. Furthermore, the Publishers grant to Mezhkniga the right to distribute copies of the journal reproduced by Mezhkniga from issues published by the Publishers in U.S.A. between the first day of January 19__ and the thrity-first day of December 19__ in countries other than the U.S.S.R., namely CMEA countries provided that the number of copies of each issue so distributed does not exceed _____ copies.

3. That Mezhkniga shall pay to the Publishers a royalty based on the subscription price charged by Mezhkniga of seven and one half percentum of each subscription so charged in the U.S.S.R. and other countries. The said royalty to be used on the subscription price of _____ roubles. The royalty to be paid to the Publishers at a place nominated by the Publishers in U.S. dollars; the said royalty to be converted to U.S. dollars at the official exchange rate of the State Bank of the USSR then operating. The foresaid royalty to be made to the Publishers by Mezhkniga before the end of subscription period.

4. The Publishers shall retain the sole copyright and any other rights to the journal, save that they shall allow Mezhkniga to reproduce the journal subject to this agreement.

5. Mezhkniga hereby agrees to indemnify the Publishers from any claims which may arise from the transcription of the journal by Mezhkniga or its agents.

6. All the differences and disputes which may arise from the present Agreement or in connection therewith are to be settled by direct discusssions between the parties. Should such discussions give no results, the disputes are to be submitted to arbitration for settlement.

If Mezhkniga is the defendant, the procedure will take place in the Foreign Trade Arbitration Commission at the U.S.S.R. Chamber of Commerce and Industry in Moscow in accordance with the rules of procedure of this Commission.

If the Publisher is the defendant, the procedure will take place in New York with arbitration mutually acceptable to both parties.

The decisions of the arbitration are final and binding upon both parties. Reference to courts of law is excluded.

7. All amendments and supplements to the present Agreement are valid provided they are made in writing and duly signed by authorized representatives of both parties.

After signing of the present Agreement all previous negotiations are correspondence on the questions settled by the Agreement become null and void.

In witness whereof the parties hereto have signed by their duly appointed officers the day and year first before written.

Mezhkniga

—V/O "Mezhdunarodnaya Kniga"
Smolenskaya-Sennaya pl, 32/34
Moscow G-200, USSR

The Publishers

Appendix F. Sample Soviet Agreement for Translation Rights to USSR Journals

AN AGREEMENT

made this _____ day of _____ 19__ between the Copyright Agency of the U.S.S.R. (VAAP), Moscow (hereinafter called the Proprietor) of the one part and [*U.S. Publisher*], [*City*] (hereinafter called the Publisher) of the other part, concerning the translation into the English language of the Soviet scientific journals.

1. The Proprietor guarantees that he has the right to conclude the present Agreement for translation and publishing in the English language of the Soviet scientific journals and the right to receive payments hereinafter stipulated.

2. In Consideration of the payments hereinafter stipulated the Proprietor grants to the Publisher the exclusive right to translate into the English language and to print, publish and sell such translations of Soviet scientific journals, specified in the Supplements to the present Agreement which are an integral part of the present Agreement. Such right shall extend to all derivatives and by-products of the translations made by the Publisher such as tapes, microfilms, indexes and anthologies.

3. To facilitate the translation and printing of the journals specified in the present Agreement the Proprietor shall present to the Publisher just as soon as they are published three free copies of each journal, to be sent by air mail.

The Proprietor will also furnish the Publisher at the earliest possible time with full size glossy photostats of original photographs for each such journal as well as galley proofs or page proofs for any such journal published in Leningrad or Moscow.

4. The Publisher agrees to publish the translations mentioned above within 6 months from the date of receipt of each original issue of the corresponding journal.

If the Publisher fails to publish said translation within this period and does not receive the Proprietor's consent for prolongation of this period all rights granted hereunder in respect of the corresponding journal shall revert to the Proprietor and the Agreement in respect of this journal shall terminate, except that the proprietor shall be entitled to all payments made by or due from the Publisher.

5. The Publisher guarantees to publish high quality translations, with complete adherence to the content of the original as provided by the Proprietor and also to provide high quality graphic reproduction. The Publisher has no right without the Proprietor's preliminary written consent thereto to make any amendments, significant abridgements, additions to the original text, or to change the authors' names or titles.

The title and the name of the Soviet publishers of the journals shall appear beneath the English title or on the back of the title-page of every copy issued in the Publisher's edition together with the full copyright notice of the Soviet publishers. In addition, the Publisher shall copyright the English translations of the journals, including requirements of the Universal Copyright Convention.

6. For the rights and services granted under the present Agreement the Publisher agrees to make the Proprietor for each journal the following nonreturnable payments:

(a) an advance payment of U.S. $1000.00 (one thousand dollars) per year, payable up to the February 1st each year against the following royalty;

(b) 10% of the Publisher's selling price of the subscription sold;

(c) the Publisher's receipts from selling of tapes, microfilms and other derivatives and by-products mentioned in item 2 of the present Agreement shall be divided as follows: 50% for the Proprietor and 50% for the Publisher.

7. The Publisher shall render to the Proprietor quarterly accounts of sales, duly certified, and pay to the Proprietor all royalties due within 30 days of the expiration of each quarter of each claandar year.

The Proprietor and its duly authorized representatives shall have the right to inspect and examine the Publisher's books, records and accounts relating to the subject matter of this Agreement (and by the use of Certified Public Accountants designated in writing by the Proprietor) at all reasonable times and from time to time, during the continuance of the Publisher's obligations hereunder.

8. The payments due to the Proprietor provided by the agreement are to be effected by remitting the corresponding amounts to the Proprietor's account with the Bank for Foreign Trade of the USSR, Moscow. The Publisher will notify the Proprietor immediately of the payments made.

If the Publisher fails to render an accounting and to make payment within 60 days of the date on which any payment is due under this Agreement and fails to respond to the Proprietor's requests for such payment, then and in that event this Agreement shall terminate without further notice to the Publisher and all rights granted hereunder shall revert to the Proprietor who shall be free to dispose of such rights elsewhere without any prejudice to any claims which the Proprietor may have against the Publisher.

9. Three free copies of each issue translated shall be sent to the Proprietor on publication.

10. The Proprietor will inform the Publisher as soon as possible about any forthcoming changes in the size, title or contents of the journals and of the intention to discontinue journals enumerated in the attached Supplements.

If during the period of the Agreement the Proprietor will cease publishing any of the journals covered by the Agreement, the Publisher shall not present any claim and the execution of the Agreement will be terminated on the date of ceasing the publication as to this title.

The Proprietor agrees to render assistance to the Publisher in setting up business correspondence with scientific and scientific publishing organizations in the USSR concerning the publication by them of periodicals,so that the Publisher may be kept informed at the earliest possible opportunity of their publishing plans.

11. All expenses in connection with the translation, publication, advertising and distribution of the journals in accordance with the present Agreement are to be borne by the Publisher.

8. The Publisher will act on his own behalf in all operations with third persons in connection with the fulfillment of the present Agreement. The Proprietor will bear no responsibility for the Publisher's transactions with third persons.

12. The Proprietor will be bound by all means at its disposal to prevent the infringement by third parties of the rights of the Publisher as promulgated in the present Agreement. The parties shall immediately mutually inform each other as to any such infringement.

The Publisher shall be authorized to prosecute on his own behalf any such action or proceeding for such infringement, and the Proprietor, at the Publisher's expense, shall join in any such action or proceeding where necessary for the protection of the Publisher's rights. The Publisher shall be entitled to all damages recovered as a result of the foregoing but not at the expense of the Proprietor.

13. The present Agreement shall come into effect as on the date first set forth above when signed by the Proprietor and the Publisher, and its validity extends to all issues of the journals beginning with this date (if no other date stipulated in the Supplements) and through and including 19 _ , in the Russian edition.

The Agreement shall thereafter be automatically renewed for consecutive periods of one year each, unless either party shall notify the other party of its desire to cancel or modify this Agreement at least three months before the expiration of the period of its validity or of the current renewed yearly period

14. The Agreement terminates automatically if the Publisher should be declared bankrupt or violate any of the terms of this Agreement and not rectify such violation within one month of having received written notice from the Proprietor to do so.

Upon any termination of this Agreement all rights granted to the Publisher shall revert automatically to the Proprietor without prejudice to the Proprietor's right to any monies previously paid or then or thereafter payable to the Proprietor.

15. The Publisher shall have the right to assign this Agreement in whole or inpart only written consent of the Proprietor thereto and the Proprietor shall not unreasonably withhold such consent.

All rights now existing or which hereafter come into existence and which are not specifically mentioned in this Agreement are hereby reserved to and by the Proprietor.

16. All taxes and duties, relating to the conclusion and fulfillment of the present Agreement, levied in the territory of the USSR, will be paid by the Proprietor, and duties and taxes levied in the territory of the Publisher, will be paid by the Publisher.

17. All the differences and disputes which may arise out of the present Agreement or in connection herewith are to be settled by direct discussions between the parties. Should such discussions give no result, the disputes are to be submitted to the Foreign Trade Arbitration Commission at the USSR Chamber of Commerce and Industry in Moscow for settlement in accordance with the rules of procedure of this Commission.

The decisions of the arbitration are final and binding upon both parties. Reference to courts of law is excluded.

18. All amendments and supplements to the present Agreement are valid provided they are made in writing and duly signed by authorized representatives of both parties.

After signing of the present Agreement all previous negotiations and correspondence on the questions settled by the Agreement become null and void.

19. The present Agreement is signed in two copies.

Legal addresses of the parties:

The Proprietor — The Copyright Agency of the USSR
Bolshaya Bronnaya ul., 6a
Moscow 103104 / USSR

The Publisher

In witness thereof this Agreement has been signed by the parties hereto the day and year first above written.

THE PROPRIETOR THE PUBLISHER

_____, 19___

SUPPLEMENT No. 1

[Journal Title(s)]

_____ _____
The Copyright Agency of the USSR U.S. Publisher